

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2018-168-T - ORDER NO. 2018-618  
SEPTEMBER 28, 2018

IN RE: Application of Top Flight Movers, LLC for a     ) ORDER GRANTING  
Class E (Household Goods) Certificate of     ) CLASS E CERTIFICATE  
Public Convenience and Necessity for     )  
Operation of Motor Vehicle Carrier     )

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Top Flight Movers, LLC (“Applicant” or “Top Flight”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks authority to move household goods in South Carolina within the boundaries of three contiguous counties: Anderson, Greenville, and Spartanburg Counties. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on August 29, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by C. Fredric Marcinak, Esquire, and the Office of Regulatory Staff (“ORS”), represented by C. Lessie Hammonds, Esquire.

Thomas Scott Holliday and Melissa Chandler, co-owners of the Applicant, testified with regard to their collective experience, qualifications, and fitness, and asked that their company be awarded a Certificate of Public Convenience and Necessity to operate a household goods moving business in South Carolina. In addition, they confirmed their

intent to comply with all of South Carolina's laws and regulations governing household goods movers.

ORS did not present testimony, but submitted a letter to the Commission on August 8, 2018, stating that ORS staff "is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133." However, ORS did make Thomas McGill available for questioning by Commissioners.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Top Flight Movers, LLC should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Top Flight Movers, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods within Anderson, Greenville, and Spartanburg Counties in South Carolina.
2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.
3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-

10 *et. seq.*, as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. Section 58-23-10 *et. seq.*, as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10, as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

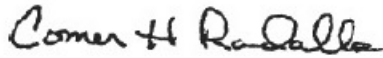
5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

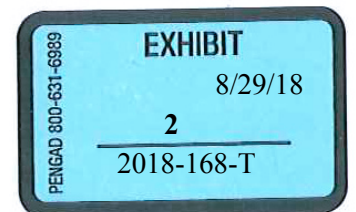
  
Comer H. "Randy" Randall, Chairman

ATTEST:

  
Jocelyn Boyd, Chief Clerk/Administrator

Order Appendix A  
Docket No. 2018-168-T  
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September 28, 2018  
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**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**



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**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Top Flight Movers, LLC. These services are furnished between points and places in Anderson, Greenville, and Spartanburg counties.

**SECTION 1****1.1 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

**1.2 Hourly Rates and Charges**

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time if travel exceeds 30 miles from mover's principal office. If travel time is billed, the clock starts at the appropriate hourly rate when the movers leave the mover's principal office location, and includes the movers estimate return time to the office location. Principal office is 415 Boiling Springs Rd., Greer, SC 29650.

**Number of Movers****Hourly Rate**

Two Men and a Truck	\$90.00
Three Men and a Truck	\$120.00
Four Men and a Truck	\$150.00
Each Additional Man	\$20.00 per man/per hour

**1.3 Office Hours / Minimum Hourly Charges:**

Top Flight Movers, LLC will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday from 8:00am – 4:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Top Flight Movers, LLC will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.



**SECTION 2****2.1 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

**2.2 Bulky Article Charges (per item)**

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150
- Piano: upright \$175, grand \$300

**2.3 Elevator or Stair Carry**

Top Flight Movers, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

**2.4 Excessive Distance or Long Carry Charges**

Top Flight Movers, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

**2.5 Pick Up and Delivery**

Top Flight Movers, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.6 Packing and Unpacking**

**2.5.1** Top Flight Movers, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

**2.5.2** Top Flight Movers, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Top Flight Movers, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

**2.6 Piano Charges**

See section 2.2 above.

**2.7 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Top Flight Movers, LLC.

**SECTION 3****3.1 RULES AND REGULATIONS****3.2 Claims**

- 3.2.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. Claims not noted on the bill of lading or reported within the time periods noted below will be time barred. Customer must file a lawsuit within two years from the date TOP FLIGHT MOVERS, LLC disallows any portion of a claim or the lawsuit will be time barred.
- 3.2.2** Claimant must notify carrier of all claims for concealed damage within 10 days of the move. TOP FLIGHT MOVERS, LLC must be given reasonable opportunity to inspect damaged items.
- 3.2.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, TOP FLIGHT MOVERS, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify TOP FLIGHT MOVERS, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 10 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

**3.3 Computing Charges**

TOP FLIGHT MOVERS, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

**3.4 Governing Publications**

TOP FLIGHT MOVERS, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

**3.5 Items of Particular Value**

TOP FLIGHT MOVERS, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from.

## Top Flight Movers,

## South Carolina Household Goods Tariff

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TOP FLIGHT MOVERS, LLC will not accept responsibility for safe delivery of such articles if they come into TOP FLIGHT MOVERS, LLC's possession with or without TOP FLIGHT MOVERS, LLC's knowledge.

**3.6 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of TOP FLIGHT MOVERS, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.7 Delays**

TOP FLIGHT MOVERS, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

**SECTION 4****4.1 PROMOTIONS**

TOP FLIGHT MOVERS, LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion:

**4.2 Military/Senior Citizens**

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the TOP FLIGHT MOVERS, LLC office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

**Number of Movers****Hourly Rate**

Two Men and a Truck	\$85.50
Three Men and a Truck	\$114.00
Four Men and a Truck	\$133.00
Each Additional Man	\$19.00 per man/per hour

GREENVILLE 1535720

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. SHIPPER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_CONSIGNED TO \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_

## NOTIFICATION OF WEIGHT &amp; CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_  
ADDRESS \_\_\_\_\_RECEIVED  
SUBJECT TO

ROUTING

GENERAL  
CONDITIONS:

## RATES, RULES AND REGULATIONS IN

TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

## INVOICING

GOV'T. B/L No. \_\_\_\_\_  
BILL CHARGES TO \_\_\_\_\_THIS SHIPMENT WILL MOVE SUBJECT TO  
THE RULES AND CONDITIONS OF THE CAR-  
RIER & TARIFF. ALL TERMS PRINTED OR  
STAMPED HEREON OR ON THE REVERSE  
SIDE HEREOF, SHIPPER HEREBY RELEASES  
THE ENTIRE SHIPMENT TO A VALUE NOT  
EXCEEDING \_\_\_\_\_ THE CARRIER'S LI-  
ABILITY FOR LOSS AND DAMAGE WILL BE 60  
PER LB. PER ARTICLE UNLESS A GREATER  
AMOUNT IS SPECIFIED BY THE SHIPPER.SIGNED \_\_\_\_\_  
Shipper \_\_\_\_\_ Date \_\_\_\_\_

## TIME RECORD

START \_\_\_\_\_  
FINISH \_\_\_\_\_  
AM AM Customers Initials  
PM PM Customers InitialsJOB HOURS \_\_\_\_\_  
TRAVEL TIME \_\_\_\_\_  
TOTAL HOURS \_\_\_\_\_TRANSPORTATION SERVICES  
HOURLY CHARGE

## STRAIGHT TIME

\_\_\_\_ VAN(S) \_\_\_\_ MEN \_\_\_\_ HOURS AT \$ \_\_\_\_ PER HR.

## OVERTIME SERVICES

\_\_\_\_ VAN(S) \_\_\_\_ MEN \_\_\_\_ HOURS AT \$ \_\_\_\_ PER HR.

TRAVEL TIME HOURS at \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

PACKING \_\_\_\_\_

INSURANCE \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

DRIVER \_\_\_\_\_

## WEIGHT AND SERVICES

☐ SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.GROSS \_\_\_\_\_ TARE \_\_\_\_\_ NET \_\_\_\_\_ RATE CHARGES  
TRANSPORTATION \_\_\_\_\_ MILES \_\_\_\_\_  
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) \_\_\_\_\_  
ADD'TL. TRANS. (SURCHARGE) \_\_\_\_\_ ☐ ORIG. ☐ DEST. \_\_\_\_\_  
EXTRA PICKUPS OR DELIVERIES: NO. \_\_\_\_\_ BY \_\_\_\_\_  
AT \_\_\_\_\_  
EXCESSIVE CARRY \_\_\_\_\_ ELEVATOR \_\_\_\_\_ STAIRS \_\_\_\_\_  
PIANO HANDLING: OUT \_\_\_\_\_ IN \_\_\_\_\_ HOIST \_\_\_\_\_  
ADD'TL. LABOR \_\_\_\_\_ MEN FOR \_\_\_\_\_ MAN HOURS \_\_\_\_\_  
WAREHOUSE HANDLING \_\_\_\_\_  
TRANSIT STORAGE: FROM \_\_\_\_\_ TO \_\_\_\_\_  
S.I.T. VALUATION CHARGE \_\_\_\_\_

## APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

## OTHER CHARGES

CARTAGE: TO WHSE ☐, FROM WHSE ☐, ORIG ☐, DEST ☐ MI \_\_\_\_\_ QUANTITY \_\_\_\_\_  
BARRELS \_\_\_\_\_ 5 \_\_\_\_\_  
CARTONS \_\_\_\_\_ LESS THAN 1 1/2 \_\_\_\_\_  
CARTONS \_\_\_\_\_ 1 1/2 \_\_\_\_\_  
CARTONS \_\_\_\_\_ 3 \_\_\_\_\_  
CARTONS \_\_\_\_\_ 4 1/2 \_\_\_\_\_  
CARTONS \_\_\_\_\_ 6 \_\_\_\_\_  
CRIB MATTRESS \_\_\_\_\_  
WARDROBES (USE OF) \_\_\_\_\_  
MATTRESS CARTON NOT EXCEEDING 39 x 75 \_\_\_\_\_  
MATTRESS CARTON NOT EXCEEDING 54 x 75 \_\_\_\_\_  
MATTRESS CARTON EXCEEDING 54 x 75 \_\_\_\_\_  
CRATES \_\_\_\_\_ MIRROR CARTONS \_\_\_\_\_  
TOTAL PACKING \_\_\_\_\_TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES \_\_\_\_\_

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES  
ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ WAREHOUSE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

BY \_\_\_\_\_ PER \_\_\_\_\_ DATE \_\_\_\_\_  
(WAREHOUSEMAN'S SIGNATURE)

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owner of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.